

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

IN RE:

THE COOKIE FACTORY, LLC,

Debtor.

**MOTION FOR RELIEF FROM AUTOMATIC
STAY**

Case No. 24-11002-1-REL
(Chapter 7)

HON. ROBERT E. LITTLEFIELD JR.

**AFFIRMATION IN SUPPORT OF
MOTION FOR RELIEF FROM AUTOMATIC STAY**

George Fontana Jr., an attorney admitted to practice before the Northern District of New York Bankruptcy Court, hereby affirms under penalty of perjury that I am Partner with the firm, Fontana & Napolitano, LLP, the attorneys for Ford Motor Credit Company LLC (hereinafter "FORD"). I am familiar with the facts set forth herein based upon information and documentation supplied to me by FORD.

Ford Motor Credit Company LLC (hereinafter "FORD"), a secured creditor of the above-named Debtor, by and through its counsel, Fontana & Napolitano, LLP, as and for its motion seeking entry of an order modifying the automatic stay pursuant to chapter 7 of title 11 of the United States Code § 101 *et seq.* ("Bankruptcy Code") authorizing FORD to repossess and sell that certain 2022 Ford F-150 Crew Cab Lariat EcoBoost 4WD 2.7L V6 Turbo, VIN: 1FTEW1EP9NFB83497 ("Collateral") more particularly described in the recorded lien annexed hereto as Exhibit "B", respectfully represents:

1. The Court has jurisdiction to hear this motion under 28 U.S.C. § 157.
2. FORD is a secured creditor herein and holds a duly perfected purchase money security interest in the Collateral.
3. On September 23, 2022, Ford Motor Credit Company LLC, as lessor, and the Debtor The Cookie Factory, LLC (hereinafter "Part-In-Interest"), as lessees, entered into a Motor Vehicle Lease Agreement pursuant to which the Debtor leased the 2022 Ford F-150 Crew Cab Lariat EcoBoost 4WD 2.7L V6 Turbo from the dealer at the rate of \$671.10 per month for a term of 36 months, commencing September 23, 2022. The Lease was assigned to Ford Motor Credit Company LLC. A copy of the

Lease Agreement annexed hereto as Exhibit "A".

4. Pursuant to the terms of the Lease Debtor granted FORD a lease interest in the Collateral. The security interest was perfected by the filing a Notice of Lien, a copy of which is annexed hereto as Exhibit "B".

5. Debtor filed a petition for relief under Chapter 7 of the Bankruptcy Code in this Court on September 10, 2024. Pursuant to 11 U.S.C. § 362 FORD is stayed from proceeding with any action to repossess and sell the Collateral.

6. As of May 08, 2025, the payoff amount was \$52,344.19. According to the N.A.D.A. the collateral has a adjusted retail/wholesale average value of \$42,787.50. The relevant N.A.D.A. page is annexed hereto as Exhibit "C".

7. The Contract is in default. The lease arrearage is \$6,039.90 and the last payment was received on June 27, 2024. The payment history is annexed hereto as Exhibit "D".

8. The Debtor's account is contractually due for (August, 2024 through April, 2025) installments in the amount of \$671.10 each, for a total arrearage in the sum of \$6,039.90. All payments due since that time remain unpaid. The last date that payment was made was on June 27, 2024. A copy of the payment history is attached as Exhibit "D".

9. Pursuant to the terms of the Lease Agreement, FORD requests an award of reasonable costs and attorney's fees as the Court may allow.

10. Pursuant to 11 U.S.C. § 362(d) a Court may terminate, amend, modify the automatic stay for cause including the lack of adequate protection of an interest in property of the Debtor.

11. Pursuant to the terms of the Lease Agreement, FORD requests an award of reasonable costs in the amount of \$199.00 and attorney's fees in the amount of \$350.00, to be collected of the subject collateral.

12. It is requested that in the event that an Order Granting Relief from the Automatic Stay is granted, that such Order survive any conversion.

13. In the event the Collateral is sold at auction FORD respectfully represents that, the Chapter 7 Trustee will receive notice of any surplus monies.

WHEREFORE, As this motion raises no novel issues of law, it is respectfully requested that Local Bankruptcy Rule 9013-1(a) of the Northern District of New York, requiring a memorandum of law to be submitted in conjunction with this motion, be waived.

Dated: May 21, 2025

By: /s/ George Fontana Jr.
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